

## **FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE** (this "Amendment") is made as of the 8th day of February, 2005, by and between MONTGOMERY CENTER (hereinafter called "Landlord"), by GRADY MANAGEMENT, INC., its duly authorized managing agent, and MONTGOMERY COUNTY, MD (hereinafter referred to as "Tenant").

### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease dated December 26, 2000 with respect to certain premises consisting of approximately 21,063 square feet and commonly known as the 10<sup>th</sup> floor of the office building known as Montgomery Center, located at 8630 Fenton Street, Silver Spring, Montgomery County, Maryland (the "Building"); and

**WHEREAS**, Landlord and Tenant now desire to supplement and/or modify the terms of the Lease, in the manner set forth herein.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises and agreement herein contained, Landlord and Tenant agree that the Lease is hereby modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in the Lease which is inconsistent or is in conflict with the following, and not hereinafter referred to, shall be deemed appropriately amended or modified:

#### **1. TERM**

Provided Tenant is not in default under any of the terms, conditions, covenants or agreements of the Lease, Tenant is hereby granted an extension of the Term (the "Extension Term") for a period of five (5) years commencing January 1, 2006 (the "Commencement Date") and expiring December 31, 2011 (the "Expiration Date"). As defined in the Lease, "Term" shall include the Extension Term.

#### **2. MINIMUM RENT**

Effective as of the Commencement Date, the Minimum Rent shall be Four Hundred Fifty-Four Thousand One Hundred Eighty-Nine and 44/100 (\$454,189.44) Dollars payable in equal monthly installments of Thirty Seven Thousand Eight Hundred Forty-Nine and 12/100 (\$37,849.12) Dollars.

3. ESCALATIONS

The Minimum Rent payable for the second Lease Year and for each and every Lease Year thereafter during the Extension shall be the sum derived by multiplying the Minimum Rent in effect for the immediately preceding year by 1.035.

4. LEASED SPACE IMPROVEMENTS

Landlord at Landlord's expense will paint the entire suite and clean the carpet throughout suite.

5.. BROKER COMMISSION

Landlord does not recognize any broker in connection with this transaction.

6. NON-MODIFICATION

Except as modified by this First Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

7. NOTICES:

All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or Landlord, respectively. Notices to the Parties must be addressed as follows:

THE TENANT:

Montgomery County, Maryland  
Department of Public Works and Transportation  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, Maryland 20850

With a copy that does not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first written above.

WITNESS:

LANDLORD:

MONTGOMERY CENTER

BY: GRADY MANAGEMENT, INC. agent for

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By: [Signature]

Name: John J. Grady, III

Title: Vice President, Commercial

WITNESS:

TENANT:

MONTGOMERY COUNTY, MD

Rebecca S. Domaruk

By: [Signature]

Name: Joseph F Beach

Title: Assistant Chief Admin. Officer

APPROVED AS TO FORM  
AND LEGALITY  
OFFICE OF THE  
COUNTY ATTORNEY

By: Eileen J. Baseman

Date signed: 1/18/2006